

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: **Schenk Dale B**

Application No./Patent No.: 09/585,817 / 6,923,964

Filed/Issue Date: June 1, 2000 / August 2, 2005

Titled: **ACTIVE IMMUNIZATION OF ASCR FOR PRION DISORDERS**

Neotops Biosciences Limited

(Name of Assignee)

corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest in
(The extent (by percentage) of its ownership interest is %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made) the patent application/patent identified above, by virtue of either:
- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _ Frame _, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: **Dale B. Schenk** To: **Elian Pharmaceuticals, Inc.**
The document was recorded in the United States Patent and Trademark Office at Reel **012230**, Frame **0877**, or for which a copy thereof is attached.
2. From: **Elian Pharmaceuticals, Inc.** To: **Neuralab Limited**
The document was recorded in the United States Patent and Trademark Office at Reel **012230**, Frame **0893**, or for which a copy thereof is attached.
3. From: **Neuralab Limited** To: **Elian Pharma International Limited**
The document was recorded in the United States Patent and Trademark Office at Reel **018746**, Frame **0448**, or for which a copy thereof is attached.

- ☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Rosemarie L. Celli, Reg No. 42,397

Printed or Typed Name

12/16/2010

Date

Attorney of Record

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Continued STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Schenk Dale B

Application No./Patent No.: 09/585,817 / 6,923,964

Filed/Issue Date: June 1, 2000 / August 2, 2005

Titled: **ACTIVE IMMUNIZATION OF ASCR FOR PRION DISORDERS**

Neotope Biosciences Limited, a
(Name of Assignee)

corporation
(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

4. From: Elian Pharma International Limited To: Elian Science One Limited
The document was recorded in the United States Patent and Trademark Office at
Reel __, Frame __, or for which a copy thereof is attached.
5. From: Elian Science One Limited To: Neotope Biosciences Limited
The document was recorded in the United States Patent and Trademark Office at
Reel __, Frame __, or for which a copy thereof is attached.

ASSIGNMENT

THIS ASSIGNMENT, by ELAN PHARMA INTERNATIONAL LIMITED, a private limited company incorporated under the laws of Ireland and having its registered office at Monksland, Athlone, County Westmeath, Ireland (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor is the owner of the entire right, title and interest of the invention set forth as follows:

Title of Invention:	ACTIVE IMMUNIZATION OF ASCR FOR PRION DISORDERS
Patent No.:	US 6,923,964
Issue Date:	August 2, 2005
Application No.:	09/585,817
Filing Date:	June 1, 2000

WHEREAS, ELAN SCIENCE ONE LIMITED, a private limited company incorporated under the laws of Ireland with offices at Monksland, Athlone, County Westmeath, Ireland (hereinafter referred to as "the Assignee"), pursuant to an Intellectual Property License and Contribution Agreement dated as of March 23, 2010 (hereinafter referred to as the "EPIL IPA"), between Assignor and Assignee, has acquired the Assignor's right, title, and interest in and to said invention and the right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents of any country, to be obtained therefor and thereon;

NOW, THEREFORE, pursuant to the EPIL IPA, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over unto the Assignee, and Assignee's successors, legal representatives, and assigns, all of the Assignor's right, title, and interest in and to the above-mentioned invention, the right to file applications on said invention and the right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that have been or may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, renewals, substitutions, conversions, continuations, and continuations-in-part of said applications, and reissues, prolongations and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to

the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had its sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, their successors, legal representatives, and assigns, that the Assignor will, whenever counsel of the Assignee, or the counsel of their successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, continuation-in-part, substitution or conversion of any applications for Letters Patent or Patents, or any reissue, prolongation or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent or Patents of the United States to the Assignee as the Assignee of said invention and the Letters Patent or Patents issued and to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

IN TESTIMONY WHEREOF, Assignor has signed its name on the date indicated.

ELAN PHARMA INTERNATIONAL
LIMITED

Date: November 23, 2010

By: _____

Name: _____

Title: _____

ELAN SCIENCE ONE LIMITED

Date: November 23, 2010

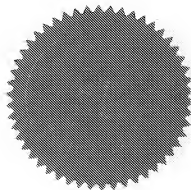
By: _____

Name: WILLIAM NOEL
Title: OWNER

EXECUTION IN THE PRESENCE OF A NOTARY IS REQUIRED

32266999

Subscribed to by William Noel
with whose identity I have first satisfied myself
this 27th day of November 2010
Andrew F. Smyth
Andrew F. Smyth, Notary Public
6 Terenure Road East, Rathgar, Dublin 6,
Commissioned for Life



ASSIGNMENT

THIS ASSIGNMENT, by ELAN SCIENCE ONE LIMITED, a private limited company incorporated under the laws of Ireland with offices at Monksland, Athlone, County Westmeath, Ireland (hereinafter referred to as "the Assignor"), witnesseseth:

WHEREAS, the Assignor is the owner of the entire right, title and interest of the invention set forth as follows:

Title of Invention:	ACTIVE IMMUNIZATION OF ASCR FOR PRION DISORDERS
US Patent No.:	US 6,923,964
Issue Date:	August 2, 2005
US Application No.:	09/585,817
Filing Date:	June 1, 2000

WHEREAS, NEOTOPE BIOSCIENCES LIMITED, a private limited company incorporated under the laws of Ireland having its registered office at Monksland, Athlone, County Westmeath, Ireland (hereinafter referred to as "the Assignee"), pursuant to a Deed of Assignment dated March 23, 2010 (hereinafter referred to as the "Deed"), among Assignor and Assignee, has acquired the Assignor's right, title, and interest in and to said invention and the right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents of any country, to be obtained therefor and thereon;

NOW, THEREFORE, pursuant to the Deed, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over unto the Assignee, and Assignee's successors, legal representatives, and assigns, all of the Assignor's right, title, and interest in and to the above-mentioned invention, the right to file applications on said invention and the right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that have been or may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, renewals, substitutions, conversions, continuations, and continuations-in-part of said applications, and reissues, prolongations and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had its sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, their successors, legal representatives, and assigns, that the Assignor will, whenever counsel of the Assignee, or the counsel of their successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, continuation-in-part, substitution or conversion of any applications for Letters Patent or Patents, or any reissue, prolongation or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent or Patents of the United States to the Assignee as the Assignee of said invention and the Letters Patent or Patents issued and to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

IN TESTIMONY WHEREOF, Assignor has signed its name on the date indicated.

ELAN SCIENCE ONE LIMITED

Date: NOVEMBER 23, 2010

By: 

Name: WILLIAM DANIEL

Title: DIRECTOR

IN TESTIMONY WHEREOF, Assignee has signed its name on the date indicated.

NEOTOPE BIOSCIENCES LIMITED

Date: NOVEMBER 23, 2010

By: 

Name: WILLIAM DANIEL

Title: _____

AIR-CTA

EXECUTION IN THE PRESENCE OF A NOTARY IS REQUIRED

32267359

Subscribed to by Andrew F. Smyth
with whose identity I have first satisfied myself
this 23rd day of November 2010

Andrew F. Smyth
Andrew F. Smyth, Notary Public
6 Terenure Road East, Rathgar, Dublin 6,
Commissioned for Life

